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12 **UNITED STATES DISTRICT COURT**

13 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

15 KELLY TATUM

Case No.: 4:22-cv-02978-HSG

16 Plaintiff,

17 v.

18 SUNBEAM PRODUCTS, INC., a Delaware
19 corporation; NEWELL BRANDS, INC., a
Delaware corporation; BED BATH &
20 BEYOND, INC., a New York corporation; and
DOES 1-25;

STIPULATION OF PARTIES UNDER
FRCP 41(a) TO DISMISS THIRD CAUSE
OF ACTION AGAINST DEFENDANTS,
SUNBEAM PRODUCTS, INC. AND
NEWELL BRANDS, INC. WITHOUT
PREJUDICE; ORDER OF DISMISSAL

22 Defendant(s).

DATE FILED: MARCH 17, 2022
TRIAL DATE: NOT YET SET
JUDGE: HON. HAYWOOD S. GILLIAM, JR.
COURTROOM: 2

25 WHEREAS on March 17, 2022, Plaintiff, KELLY TATUM (“Plaintiff”) filed her Complaint
26 for Damages (1) Strict Products Liability, (2) Negligence, and (3) Breach of Warranty in the
27 Superior Court of the State of California, County of Santa Clara, against Defendants,
28 SUNBEAM PRODUCTS, INC., NEWELL BRANDS, INC., and BED BATH & BEYOND, INC.

1 WHEREAS on May 19, 2022, Defendants SUNBEAM PRODUCTS, INC. and NEWELL
2 BRANDS, INC. removed Plaintiff's action to the United States District Court, Northern District of
3 California, subsequently reassigned hereto the Oakland Division;

4 WHEREAS Plaintiff seeks to dismiss Defendants, SUNBEAM PRODUCTS, INC. and
5 NEWELL BRANDS, INC. only, and only as to Plaintiff's Third Cause of Action for Breach of
6 Warranty;

7 WHEREAS this stipulation is not intended to, nor shall it, impact Plaintiff's claim against
8 Defendant, BED BATH & BEYOND, INC. for breach of warranty, or Plaintiff's claims for strict
9 products liability and negligence against Defendants, SUNBEAM PRODUCTS, INC. and
10 NEWELL BRANDS, INC.

11 IT IS HEREBY STIPULATED, by and between Plaintiff and Defendants, SUNBEAM
12 PRODUCTS, INC. and NEWELL BRANDS, INC. by and through their respective counsel,
13 pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii) that:

- 14 1. Defendants, SUNBEAM PRODUCTS, INC. and NEWELL BRANDS, INC., only, be
15 dismissed, without prejudice as to Plaintiff's Third Cause of Action for Breach of Warranty; and
16 2. Each party is to bear their own costs and fees as to the claims being dismissed against
17 Defendants, SUNBEAM PRODUCTS, INC. and NEWELL BRANDS, INC.

18
19 DATED: June 15, 2022

HINMAN LAW GROUP, P.C.

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21 By: /s/ Seth E. Workman
22 SETH E. WORKMAN
23 Attorneys for Plaintiff, KELLY TATUM

24 DATED: June 15, 2022

GOLDBERG SEGALLA, LLP

25
26 By: /s/ Joseph R. Coriaty
27 JOSEPH R. CORIATY
28 Attorneys for Defendants, SUNBEAM PRODUCT
INC. and NEWELL BRANDS, INC.

ORDER

The Court having reviewed the foregoing Stipulation under Federal Rule of Civil Procedure 41(a)(1)(ii), and good cause appearing therefore:

IT IS HEREBY ORDERED that Defendants, SUNBEAM PRODUCTS, INC. and NEWELL BRANDS, INC., only, be dismissed, without prejudice as to Plaintiff's Third Cause of Action for Breach of Warranty, and each party is to bear their own costs and fees as to the claims being dismissed against Defendants, SUNBEAM PRODUCTS, INC. and NEWELL BRANDS, INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Date: 6/16/2022

Haywood S. Gilliam, Jr.
HON. HAYWOOD S. GILLIAM, JR.
UNITED STATES DISTRICT JUDGE

HON. HAYWOOD S. GILLIAM, JR.
UNITED STATES DISTRICT JUDGE

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